

stated, ten hydrants at an annual rental of fifty dollars each, payable on the first day of January and July of each and every year during the term of this franchise, or it shall have the privilege of issuing warrants in payment thereof at the rate of eight per cent per annum on deferred payments, and the city shall have the further right to hereafter rent any number of additional hydrants at an annual rental of forty-five dollars per year each, payable as above and before named herein.

Sec. 4. The fire hydrants rented by the said city of Chickasha as hereinbefore mentioned shall be of modern and improved design and the water supply shall be ample and of sufficient force and power to throw a full stream to a height of sixty feet and a notice of test of the foregoing provisions of this supply and efficiency shall be served on the city council five days previous to said test and when the hydrants are so tested and found correct then the city secretary of the said city of Chickasha shall have notice served on him that the rental on said hydrants from and after said date has begun and that the hydrants are in charge of the said city of Chickasha. All fire hydrants rented by said city including those donated by the said Chickasha Water-Light & Telephone Company shall be located at such places as the city council of the said city of Chickasha may direct, said location to be made within a reasonable time after the construction of said water plant has begun.

Sec. 5. The fire hydrants rented by the said city of Chickasha including those donated by the said Chickasha Water-Light & Telephone Company shall be used only for the practice of the fire department for the extinguishing of fire and for flushing gutters and sewers and in flushing gutters and sewers no one hydrant shall be used exceeding ten minutes in one week, nor shall more than two hydrants be turned on at any one time, nor shall any flushing be done during the existence of a fire nor without notice to the Chickasha Water-Light & Telephone Company or the superintendent of its works.

Sec. 6. The said city of Chickasha agrees to use the said fire hydrants carefully and to reimburse the Chickasha Water-Light & Telephone Company for any injury that may happen to them when used carelessly by an officer or any servant of said city or any member of its fire department or other employee of said city of Chickasha.

Sec. 7. The said Chickasha Water-Light & Telephone Company its successors and assigns in consideration of the city of Chickasha renting the fire hydrants therein mentioned and in further consideration of the rights and privileges herein granted shall furnish to the said city of Chickasha free of cost during the term of this said franchise, including the three fire hydrants herein mentioned water for two drinking fountains for man and beast, the same to be located at such places as may be designed or designated by the city council of the said city of Chickasha, provided said locations are along the water mains or laterals of said water company, and said company shall furnish free of cost to the said city of Chickasha water for all public schools and public buildings within the corporate limits of the said city of Chickasha during the existence of the said franchise.

Sec. 8. All water pipes, mains, hydrants, fixtures or devices placed in any street alley or public grounds of the said city of Chickasha shall be so placed under the direction of the street committee or some person duly authorized

by them to so direct.

Sec. 9. The said Chickasha Water-Light & Telephone company, its successors, or assigns, agree to furnish water to the private consumers of said city of Chickasha within its present and future city limits, at rates not to exceed the sum of twenty-five cents per thousand gallons, to be regulated by the meter system with a minimum charge for said service of one dollar per month to be collected for each connection made.

The said Chickasha Water-Light and Telephone Company shall furnish to each consumer a new and serviceable meter at the expense of said consumer, and shall keep the same in repair at the expense of said user, which said meter shall record the amount of water used and settlement made up on that basis. The city council of the city of Chickasha shall have the right to test or have tested the meters used by said company and to determine their efficiency at any time.

Sec. 10. It is agreed by the Chickasha Water-Light and Telephone Company in consideration of the franchise granted herein, that in the construction of its water works should any damage result to any person or property of any individual said Chickasha Water-Light and Telephone company agree to hold the city of Chickasha harmless for any damage that may be caused by the carelessness or neglect of said company or its employees.

Sec. 11. The said Chickasha Water-Light and Telephone company shall begin the construction of said water works within ninety days from and after the passage of this ordinance, provided that any delay caused by injunction or order of any court, or any unavoidable accidents of delays in getting rights of way of lands necessary, or any malicious interference or delay in getting material on account of any strike or stoppage of railroads, shall not be counted therein and shall not in any way work a forfeiture hereof.

Sec. 12. This franchise and contract and the rights and privileges herein granted shall remain and be in force for the period of twenty-five years from the date of the passage hereof, but the said city of Chickasha hereby reserves the right to purchase the same after five years from the date of the passage hereof, provided it sees fit to do so; and in that case the value of the same shall be determined by a committee of three disinterested persons, one to be selected by the city of Chickasha by its city council, and one by the Chickasha Water-Light and Telephone company, and these two to select the third one, and two of whom shall not be citizens of the city of Chickasha or members of the said city council of said city of Chickasha, and none of whom shall be in any manner interested in the Chickasha Water-Light & Telephone company and the value placed thereon by said three persons shall be the price to be paid by said city of Chickasha, provided that notice shall be given the said Chickasha Water-Light & Telephone company within six months after the expiration of said five years as mentioned herein, that the city is desirous of purchasing said water works under the provisions of this section and the rights and privileges herein reserved, and should the Chickasha Water-Light & Telephone company fail to operate and keep in repair said water works for a period of six months then all the rights and privileges herein granted shall be forfeited and all property of the said company shall be removed from the streets alleys and public grounds of said city within six months thereafter.

Sec. 13. Upon failure of any consumer to pay for water service for ten days on and after the first day of any month the said Chickasha Water-Light & Telephone Company may cut off the water supply and

the service may not be again resumed until all back charges have been paid and a fee of one dollar may be collected for turning on the said water.

Sec. 14. That there is here granted to the Chickasha Water-Light & Telephone Company the right and privilege to erect and construct, operate and maintain an arc and incandescent light plant in the city of Chickasha, Indian territory, and for such purposes to erect poles, wires cross arms, brackets, fixtures and devices, in and across and over the streets, alleys, and public grounds of the city of Chickasha.

Sec. 15. All poles shall be set under the direction of the street committee or some one authorized by them to so direct, and in such manner as not to interfere with the ordinary use of said streets, alleys, and public grounds, nor in any way to interfere with any sewer or water main of said city of Chickasha.

Sec. 16. The said Chickasha Water-Light & Telephone Company, shall at all times hold the city of Chickasha harmless from any damage that may arise out of the construction of said plant.

Sec. 17. In consideration of the rights and privileges herein granted, the Chickasha Water-Light & Telephone company agrees to furnish free of cost to said city of Chickasha two arc lights to be used all night and to be placed at the intersection of Railroad street and Chickasha avenue, and at the intersection of Second street and Chickasha avenue. The said city of Chickasha to pay for swinging the lights in the center of the streets, and to pay for the cable, pulleys, and all appliances necessary for swinging said lights, but the service of said lights shall be free to the city during the existence of this franchise, and the city of Chickasha shall have the right to use other arc lights of nominally two thousand candle power, said city to pay for the outer and inner, also carbons used in the operation of said lights, also globes used thereon, and to pay an additional price of twelve dollars per light per month therefor.

Sec. 18. The Chickasha Water-Light & Telephone company hereby agrees to furnish free of cost to the city of Chickasha for the use of lighting the city offices during the existence of this franchise, five sixteen candle power incandescent lights.

Sec. 19. The city of Chickasha hereby expressly reserves the right and power under this franchise to place reasonable regulations on the price to be charged by the Chickasha Water-Light & Telephone company for service of lights to the inhabitants of said city.

Sec. 20. The said Chickasha Water-Light & Telephone company agrees and binds itself to furnish to the city of Chickasha and the inhabitants thereof first class water and light service in every particular, and to use modern and improved machinery, fixtures, and materials in the construction and operation of same.

Sec. 21. The rights and privileges granted shall not be exclusive, and the city of Chickasha hereby expressly reserves the right and power to grant like rights and privileges to any person, company or corporation.

Sec. 22. This franchise and the rights and privileges herein granted shall be for the Chickasha Water-Light & Telephone company, and shall not be transferable by them to any other person, company or corporation until the period of two years has expired from the passage of this ordinance, and any person, company or corporation shall acquire and become possessed of no rights or privileges by a purchase or transfer of this franchise to them.

Frank C. Haight 29 years old, died today just as the whistles were blowing for dinner. Funeral tomorrow at 3 o'clock, from the residence.

Ed Estes is quite sick with la grippe, at his home on Choctaw avenue.

For local news today see page 2.

MORGAN & GRIBI

CHRISTMAS SUGGESTIONS.

Now is the time of the year when you don't know just what to buy for your friends. Come and let us help you. Perhaps we can give you some helpful hints.

Suggestion No. 1.—For Men in the single class.

Ladies' Gloves, handkerchiefs, parasols, Ice wool fascinators, drawn work and Battenburg goods; Fine shoes, slippers, fancy jewelry and sterling silverware.

Suggestion No. 2.—For Men in the married class.

A fine dress pattern, pair of lace curtains, a silk skirt, half doz. pr. fine hose, handkerchiefs, tailor made skirt, pr of portairs, silk dress pattern, a nice carpet or ingrain art square, and don't forget "Queen Quality" Shoes for women.

Suggestion No. 3.—Young Women, single class.

A nice Monarch shirt, ties, Collars; cuffs; Umbrella; fine fancy half hose; linnen handkerchiefs.

Suggestion No. 4.—For Women, married class.

Nice pair of shoes, night gowns, underwear; suspenders; shirts; ties; collars; gloves and you know we have everything made to please the Girls.

Suggestion No. 5.—BE SURE AND CALL AND SEE US.

MORGAN & GRIBI.

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OUR FALL STOCK IS ATTRACTING MUCH ATTENTION.

AND IT DESERVES it too, for certainly it is not only the best that we have ever shown, but also superior to any other in this locality.

No dealer will show better styles in Fall Dry Goods or quote lower prices.

We always invite inspection and comparison and in every instance can offer good inducements to trade here.

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WELSH BROS.

COME AND SEE US

For the Holiday Trade

We have elegant and well assorted lines of Jewelry, Silverware and Musical Instruments consisting of watches, diamonds, Rings, chains, studs, orpaches, gold and silver novelties, staple and ornamental, silver, china and glassware, guitars, mandolins, banjos, violins and every old thing.

We have employed extra help for the holiday business and all customers will be promptly and politely waited on. We do engraving free on all articles purchased of us.

Come and see us.
Haltom Jewelry Co.

About the nicest Xmas present a man could get for his wife or best girl, would be a pair of "Queen Quality" shoes. Morgan & Gribi have exclusive sale.



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A new Rooming and Lodging House, where rooms can be had by the day, the night, the week, or month. Open at all hours, day or night. Prices reasonable. Guests will be made comfortable as possible. Clean Beds, At the same stand, but the same old man.
E. Robinson, Manager,